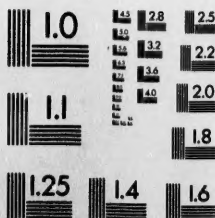


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A N
A N S W E R
T O

GILBERT BARKLY'S REPLY the 2d of November, 1764.

THE Public will observe, That *Gilbert Barkly's* Reply is answered in almost every Point, by my former Answer to his first Representation to the Public, which I will not trouble the Reader with a Recapitulation of here; but shall beg his Attention to the following Remarks:

First. If one Man will be hardy enough to swear a Debt against another, he can have him arrested, even in *Philadelphia*, till he finds Bail, which tho' I might have procured there, in the then Situation of the Company's Affairs in *Canada*, would have probably been attended with the worst Effects, as it would have occasioned an unavoidable Delay in my Return here, where my Presence was extremely necessary. — So much for Mr. *Barkly's* sensible Reference to the *Constantinople* Constitution.

Secondly. The £240 *Halifax* Currency, said to be accepted of by me in full of all Demands in the Settlement of the 25th of October, 1762, can only be said in full conditionally, viz. Providing there should appear no more due to me, upon a Revival of all the Company's Books kept at *Halifax*, *Louisbourg*, and elsewhere, from the Beginning of our Concerns in Trade; and Mr. *Barkly* confirms the Clause in the above Settlement, by laying his Books and Compting-house are still open to me.

Thirdly. I have already laid before the Public *Gilbert Barkly's* unnatural Behaviour to me after his Arrival here, and given my Reasons for taking my Books out of his Possession; and these Reasons I doubt not are satisfactory to the Impartial.

Fourthly. The Errors (or Frauds, as *Gilbert Barkly* uses the Freedom to call them, without contending upon one Particular) will naturally fall to be rectified when we come to a legal Settlement.

Fifthly. My complaining of Grievances in any Letters that I wrote Mr. *Barkly*, betwixt my leaving *Philadelphia* and his Arrival here, could have served no Manner of Purpose, because those Grievances could not be redressed without a full Revival of our Books from the Beginning of our Concerns; and all the Company's Books, excepting those that relate to our *Canada* Trade, were at *Philadelphia*.

Sixthly. *Gilbert Barkly*, in one Paragraph of his Reply, acknowledges he gave me a Concern in Trade with him, and in a subsequent one absolutely refuses the Articles of Co-partnership. I leave it to the Public to judge of that Contradiction, and shall only observe that Mr. *Barkly* is weakly and meanly seeking a Subterfuge from that suspicious Circumstance of his changing his Subscription.

Seventhly. *Gilbert Barkly* accounts for his making Affidavit that I was his Debtor in the Sum of £8119 - 1 - 4 *Halifax* Currency, by alledging his Demand is supported by Vouchers, viz. Bills of Exchange given Credit for, the Fate of which were unknown, Re-exchange on Bills returned, Bills of Ransom to pay, Interest of Money, &c. and of all these Things Mr. *Barkly* has never formerly taken any Notice to me; and forgets to mention, That he is obliged by the Settlement at *Philadelphia* to free and relieve me from all Debts contracted by him in the Name of the Company, except those mentioned in said Settlement.

Eighthly. Mr. *Barkly's* endeavouring to account to the Public for the acknowledged Faule of an Overcharge against me of £1136 - 7 *Halifax* Currency at our Settlement at *Philadelphia*, I freely submit to their Judgment, with this Observation, That I would be glad to be informed, if Goods sent from one Place to another are charged at the Price they really fell at, how are the Profits arising therefrom to be ascertained? Does not such a Method of charging evidently prove, beyond the Power of Quibble to contradict, that the Intention is to monopolize the whole, and allow the other Person (equally concerned) no Share at all?

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The Public may judge from what I have above said, and what is contained in my former Answer to Mr. *Barkly's* printed Libel, of my present Situation with this most extraordinary Man; and if there remains any Doubt, I repeat my former Offer, to beg they will take the Trouble to come to my House, and look at the Vouchers for what I have asserted.

I am sorry that I should thus twice be forced to trouble the Public with my own Vindication in Print, but at the same Time happy, that I can support whatever I have advanced, and have no Occasion either to omit or misrepresent Facts, all which will more fully appear when I come to a legal Settlement with this Man, who has the Presumption to call himself the best Friend I have on Earth.

I shall expect Mr. *Barkly's* positive Answer, without any Prevarication, to the following Queries, *viz.*

First. Whether or not there were any Articles of Co-partnership signed by him, another Person and me, at *Philadelphia*, the 14th of *June*, 1756; and whether or not he signed these Articles in a different Manner from his common Way of signing his Name?

Secondly. Whether or not he denies the Transactions in Trade I have mentioned in my Narrative in the Years 1757, 1758 and 1759?

Thirdly. Whether or not he wrote an Inventory of our Stock, at *Lanibourg*, the first of *January*, 1759?

Fourthly. Whether or not there were any Accompts settled betwixt him and me, for all, or any, of our Transactions in Trade, prior to the *Canada* Concerns?

Fifthly. Whether or not he denies the Overcharges against me in the Settlement of Accompts at *Philadelphia*, of £1136 - 7. *Halifax* Currency, and whether or not these Overcharges are carried forward against me in his Books in the Year 1762?

Sixthly. Whether or not he denies his Letter to me of the 28th of *September*, 1762, wherein he says, "how soon I give him satisfactory Accompts of my Intermissions in his Affairs, I shall be paid my Salary, and not till then;" and whether or not he reckoned me only as his Clerk at that Time?

Seventhly. Whether or not I received any Goods from him on my Account, since the Settlement at *Philadelphia* in 1762?

Eighthly. Whether or not he will agree to settle with me from the Commencement of our Partnership, in the Manner I have mentioned in my former Answer?

Ninthly. Whether or not all the Company's Books, prior to the *Canada* Concerns, were in his Possession at *Philadelphia* in 1762, and whether or not he refused to settle with me from them?

Should Mr. *Barkly* refuse giving a direct Answer to each of the above Queries, I shall look on it as his tacit acknowledging them as Facts he cannot refuse.

QUEBEC, November 21, 1764.

JOHN HAY.